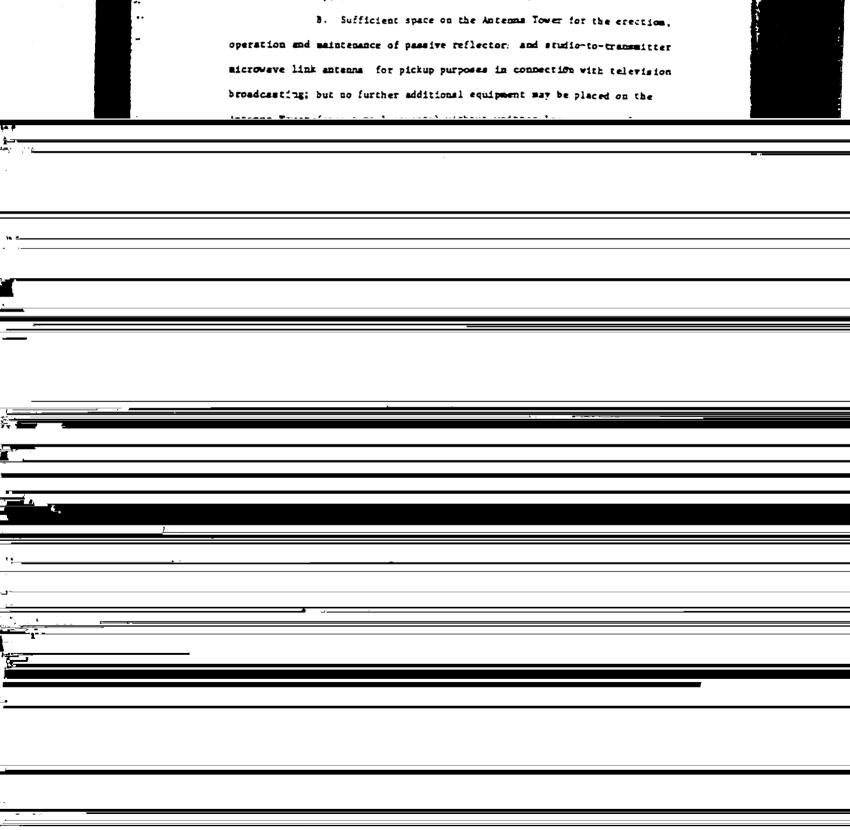
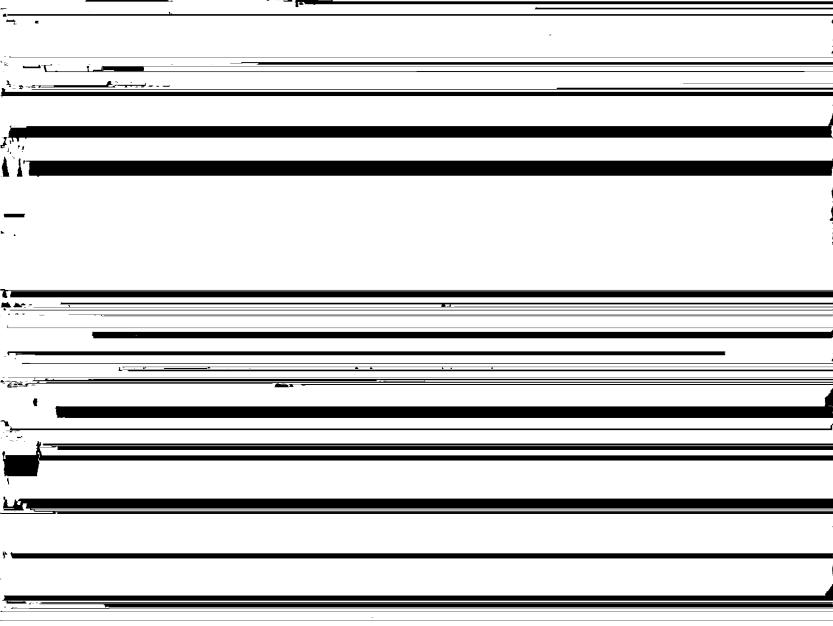
average mean sea level (AMSL) to top of beacon for the mounting, operation and maintenance of one (1) Ultra High Frequency (UEF) television
antenna facility, hereinafter called "TV Antenna";

B. Sufficient space on the Antenna Tower for the erection



and at the end of each extended term of this lease unless Lease shall notify lessor in writing at least ninety (90) days before the end of the initial term or any extended term of Leasee's intent not to extend or further extend the term of this Lease. The expression "lease term" or "term of this Lease" or similar expression shall mean and include any extended term unless otherwise specifically stated.

In the event of damage or destruction by deterioration notwithstanding proper maintenance of the Antenna Tower to the extent that said
Antenna Tower shall no longer be reasonably usable for broadcasting, and
in the further event that Lessor and Lessee shall not mutually agree to
repair or reconstruct said Antenna Tower, then this Lesse may be terminated
at the option of either Lessor or Lessee and all narries shall be relieved.



having jurisdiction and with the structural design requirements and limitations of the Antenna Tower as shall be determined by agreement of the parties based upon engineering advice, and is the absence of such agreement then as determined by arbitration in accordance with the Florida Arbitration Code as contained in Section 682. Florida Statutes, as the same now exist or shall in the future be smended or renumbered.

- 6. ACCESS TO LEASED PREMISES: Lessor does hereby authorize Lessee to have full and complete access to the lessed premises for the conduct of its affairs and business purposes under this Lesse, and Lessee shall have the right of ingress and egress over and upon other property of Lessor in order to have full access to the lessed premises.
- 7. MAINTENANCE BY LESSEE: Lessee shall, at its own expense, keep and maintain in a condition of good repair all of Lessee's electrical, electronic and machanical equipment, Lessee's antennas and transmission limes and related equipment; provided, however, that Lessee shall not be required to perform any of Lessor's maintenance hereinafter provided for. In the event that Lessee shall fail to perform its maintenance requirements under this paragraph, then Lessor may perform such maintenance after reasonable notice to Lessee and Lessee's subsequent failure to perform, and thereafter Lessor shall be entitled to reimbursement from Lessee for all such reasonable costs of maintenance.
- 8. LESSOR'S MAINTENANCE: Lessor shall, at its own expense, maintain in a near and clean condition and condition of good order and repair the Antenna Tower, the candelabra platform, guy wires and anchors, fences and foundations including, without limitation, the painting and lighting thereof; the vacant land of Lessor in the vicinity of the Antenna Tower and buildings of Lessor and any easement and access road to the immediate area of the Antenna Tower from any dedicated street or highway. Lessor shall make such changes or alterations in the Antenna Tower as aball he required by law the Federal Communications Commissions.

Antenna Tower regardless of type of antenna except that there shall not be included for this purpose antennas used primarily for personal and business communication. In the event that the Antenna Tower is destroyed or damaged, Lessor shall reconstruct or repair the Antenna Tower with any necessary change in specifications to a condition as existed before the destruction or damage and provide Lessee with the same space and rights and privileges under this Lesse. If the Antenna Tower is so damaged that reconstruction or repair cannot be reasonably undertaken without dismantling Lessee's antenna, then Lessor may remove Lessee's antenna at Lessor's expense and interrupt broadcasting activities for such reasonable time as shall be necessary for repairs and reconstruction, but Lessor agrees at its expense to cause such repair and reconstruction and replacement of Lessee's antenna to be accomplished as soon as reasonably possible.

9. INSURANCE AND CASUALTY REPAIR AND RECONSTRUCTION:

A. Lessor agrees to place in immediate effect as of the commencement of this Lesse and to continually keep the Antenna Tower, anchors, and guy wires insured at Lessor's expense in favor of Lessor against loss from as many of the following perils or casualties for which coverage shall be reasonably obtainable at reasonable rates, to-wit: fire, windstorm, vandalism, malicious damage and lightning. To the extent that such insurance is available at reasonable rates, the coverage shall be in an amount equal to the full replacement value of the property insured and described above or such portion of such full replacement value as shall be obtainable for reasonable rates. In the event that Lessee shall deem such coverage acquired by Lessor to be inadequate, then Lessee may acquire additional insurance at Lessee's expense. The proceeds of all insurance small be available for reconstruction and repair or for distribution according to the terms of paragraph B, below.

B. In the event that the Antenna Tower or any anchors, guy wires, or foundations shall be damaged or testroved by casualty or shall be substantially teteriorated notwithstanding proper maintenance. Then lessor and lessee shall mutually determine whether such property.

5123 FT

shall be repaired and reconstructed, and in the event of mutual determination to repair and reconstruct such damaged or deteriorated property, then all insurance proceeds shall be applied to such repair and reconstruction and Lessor shall pay all remaining costs. In the absence of sutual determination to repair or reconstruct the damaged or deteriorated property, then Lessor and Lessee shall respectively retain the insurance proceeds to themselves for policies upon which they have paid premiums.

- C. In the event that any time it shall be necessary for Lessee's antenna and related equipment to be removed to accomplish necessary repair or reconstruction, them Lessee shall cause such removal and replacement of Lessee's antenna and related equipment all at Lessee's expense.
- D. Lassor agrees to permit Lessee, at Lessee's option, to acquire any available insurance coverage for Lessee's antenna and related equipment under Lessor's Master Insurance Policy for the Amtenna Tower.
- 10. CANCELLATION OF LESSEE'S BROADCASTING PRIVILEGES: In the event that at any time the television broadcasting privileges of Lessee shall be permanently terminated whether by revocation of construction permit or license by the Federal Communications Commission or other governmental agency having jurisdiction, then this Lease shall terminate at the end of a two (2) year period following conclusion of administrative and Court proceedings and appeals, or any of such procedures, resulting in final termination of such broadcasting privileges; provided, however, that this Lease shall not so terminate if such broadcasting privileges shall again be restored during such two (2) year period to Lessee or may assignee.
- 11. ELECTRONIC INTERFERENCE: Lessee agrees not to interfere with other Lessees of space and facilities on the attenna Tower in regard to electrical or electronic equipment or signals, and Lessor agrees to require a similar provision in the Lesses of all other Lessees.
- 12. TAXES: Lessor small pay all taxes including special assessments, which shall be levied or imposed against the leased premises,

the Antenna Tower and all other real and personal property owned by Lessor.

Lessee shall pay all personal property taxes on Lessee's TV antenna,

transmission lines, cables, conduits, buildings and other personal

property.

- 13. DEFAULT: In the event of any default under this Lease wither party may take such action as shall be necessary to correct such default and collect the cost and expense thereof including reasonable attorneys' fees from the defaulting party. If within thirry (30) days after written notice any default shall not be corrected or correction of such default commenced and thereafter diligently pursued, then this Lease may be terminated at the option of the party not in default.
- 14. <u>LESSEE'S PERSONAL PROPERTY</u>: In the event of termination for any reason and at any other time, Lessee shall be entitled to remove its TV antenna, transmission lines, and any and all equipment, fixtures and personal property regardless of how affixed, provided that the premises shall be left in good repair.
- 15. ASSIGNMENT: This Lease and Lessee's rights may not be assigned or sublessed by Leasee except that the same may be freely assigned or sublessed without consent as a part of any sale, lease or other transfer of the television broadcasting station.
- 16. <u>LESSOR LIMITATION OF OBLIGATIONS</u>: The compliance by the Lessor of any structural requirement referred to in this Lesse shall be set and not exceed the structural limits by Report No. 2182-4, dated March 21, 1972, prepared by Stainless, Inc., attached as Exhibit A to this Lesse, or any subsequent report approved by Stainless, Lessor, and the Lessee, jointly, and said consent of all parties shall not be manufactorably withheld.
- 17. JOINT BLTLDING USE: The parties recognize and agree that Lessee owns all right, title and interest in and to building constructed by Lessee to the immediate north of the Antenna Tower. The parties further recognize that the North Une-mail (1/2) of a building lying immediately to the West and northwest of the Antenna Tower is owned by and is the property of Lessee and is partially situate on the property

them the right to use said property of Lessor shall cease and terminate. Except as otherwise specifically provided in this Lease,
18. https://miscellangous.provisions: / Wherever there shall appear

in this Lease a reference to Lessee or Lessor, such reference shall apply to and be binding upon the heirs, personal representatives, devisees, legatees, successors and assigns of the Lesser or the Lessee.

Any and all notices required or authorized to be given under this Lease shall be deemed complete upon personal delivery to the Leasor, or to the Lessee, or upon the posting of such notice in the Dmited States Hail by Certified Hail with return receipt requested addressed to the Lessor or Lessee as follows:

CANDLEARRA, INC. 3600 North Federal Highway P. O. Box 7538 Fort Lauderdale, Florida 33304

or

FLORIDA CHRISTIAN BROADCASTING, INC. Care: Mr. Thomas I. Monroe, Jr. 1411 South Ocean Drive Fort Lauderdale, Florida

The parties may change the address provided above by giving written motice of such change of address according to the terms of this parameters.

Whenever used, the singular shall mean the plural and the plural shall mean the singular, and the use of any gencer shall mean and include all genders, all as the context permits or requires.

In the event that the last day of any time period provided by this Lease shall fall upon a Saturday, Sunday, or legal holiday, them such time period shall be extended to and including the next day that shall not be a Saturday, Sunday or legal holizay.

No waiver of any condition or covenant of this Lease by Lessor shall be deemed to imply or constitute a further waiver by Lessor

#1 5123 m

of any condition or covenant of this lease.

IN WITHESS WHEREOF, the parties have hereunto set their hands and seals and caused this Lease to be duly executed on the day and year first above written.

Signed and sealed in the presence of:

CANDLEABRA, INC.

As to President

AA op President

President

(Corporate Seal)

FLORIDA CHRISTIAN BROADCASTING, INC.

As pa President

As | Ch President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared

Rosen Carden

. as President of CANDLEABRA.

STATE OF FLORIDA

COUNTY OF BROWARD

THOMAS I. MONROE, JR., as President of FLORIDA CERISTIAN BROADCASTING, INC., a Florida corporation, to me personally known to be the individual described in and who executed the foregoing Lease and he acknowledged before me that he executed the same freely and voluntarily for the purposes set forth therein and on behalf of said Corporation.

IN WITNESS WEEREOF, I have hereunto set my hand and seal this 10 day of January, 1973.

Notary Public Assista

(Impression Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARCE MY COMMISSION EXPIRES JAN. 12, 1976 BORDO TIGIU GEMERAL INSURANCE UNDERWRITERS

TH PTC III

ACT WHEN YOU

ATTACHMENT 4

Bankruptcy Court Order Re TBF Tower Space Lease

(;

91430764

UNITED STATES BANKRUPTCY COURT

WESTERN DISTRICT OF WISCONSIN

In the the Metter:

Tn Bankrupney 원인 MM13--21--0003

"MANY "MOADCASTING CORP.,

Pobtor-in-Possession

SEC 8 1 1991

DANKPUPTCY COURT ORDER DENYING MOTION TO REJECT CONSERVED LEADE

This matter came on for hearing on the 25th day of Soptember, 1991. Evidence was presented with regard to the broadcast tower facilities located on the following described real property in Broward County, Florida, to-wit:

The West 165 feet of the East 310 feet of the North 60 feet of the South 387.60 feet (as measured along the South and East lines thereof) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 51 South, Range 42 East;

Said lands situate, lying and being in Broward County, Florida, and containing 0.227 Acres more or less; together with three cable anchor sites each 14 feet by 46 feet;

Having heard the evidence presented at the time of the hearing on the Motion to Reject the Unexpired Lease filed by the debtor as to the Tower Space Lease originally given by Candleabra, Inc. to Florida Christian Broadcasting and subsequently assigned to Trinity Broadcasting of Florida, Inc. and having found that the Tower Space Lease recorded in Official Records Book 5123 at Page 1 in and for Broward County, Florida lacks any material executory character and that the lease is part of an integrated contract that cannot be rejected, and having entered other Findings of Fact and Conclusions of Law on the record at the time of the hearing held on September A TRUE COPY-CERTIFIED

nthinks jack

9河

25, 1991, and now on motion of Kepler & Peyton, attorneys for Trinity Broadcasting of Florida, Inc.,

IT IS HERRBY OR that the Motion for Rejection of Unexpired lease of Tower *propulate to 11 U.S.C. \$365 filed by the debtor in regard to the Tower Space Lease currently being held by Trinity Broadcasting of Florida, Inc., the successor to Florida Christian Broadcasting, is hereby denied.

Dated this 8 day of Oct . 1991.

BY THE COURT:

Robert D. Martin U.S. Bankruptcy Judge

RECORDED BY THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY FLORIDA

COUNTY ADMINISTRATOR



	A CHARLEST AND A CHAR

CERTIFICATE OF SERVICE

I, Joan M. Trepal, a secretary in the law firm of Mullin, Rhyne, Emmons and Topel, hereby certify that on this 13th day of May, 1993, copies of the foregoing "Motion To Dismiss Application of Glendale Broadcasting Company" was sent by first class mail, postage prepaid, to the following:

- * The Honorable Joseph Chachkin Administrative Law Judge Federal Communications Commission 2000 L Street, N.W.--Room 226 Washington, D.C. 20554
- * James Shook, Esq.
 Mass Media Bureau
 Federal Communications Commission
 2025 M Street, N.W.--Room 7212
 Washington, D.C. 20554

Lewis I. Cohen, Esq. John J. Schauble, Esq. Cohen & Berfield 1129 20th Street, N.W. Washington, D.C. 20036

David E. Honig, Esq. 1800 N.W. 187th Street Miami, FL 33056

Joan M. Trepal

^{*} Hand Delivered.